

Ndukwe Agwu, Senior Staff Attorney
Brooklyn Legal Services Corporation A
260 Broadway, Suite 2
Brooklyn, New York 11211
(718) 487-2310
Attorneys for the Debtor
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

Hearing Date: July 19, 2017
Hearing Time: 2:30PM

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In re

ELIZABETH SANTORO,

Case No. 16-43364 (NHL)
CHAPTER 13

Debtor
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NOTICE OF HEARING TO APPROVE A LOAN MODIFICATION AGREEMENT

PLEASE TAKE NOTICE that the undersigned, being the attorneys for the above referenced debtors, will seek an order approving the loan modification agreement between the Debtor Elizabeth Santoro and LPP Mortgage LTD to this Court at the Courthouse located at 271-C Cadman Plaza East, Brooklyn, NY 11201-1800, on the **19th day of July 2017 at 2:30 PM**, pursuant to Federal Bankruptcy Procedure Rule 9019, and for such other and further relief as to the Court may seem just and proper.

Dated: May 25, 2017
Brooklyn, New York

Ndukwe Agwu, Staff Attorney
Brooklyn Legal Services Corporation A
Attorneys for the Debtors'
260 Broadway, Suite 2
Brooklyn, NY 11211
(718) 487- 2310 phone

By: S/ Ndukwe Agwu
Ndukwe Agwu, Esq.

TO:

Office of the United States Trustee
201 Varick Street
Suite 1006
New York, NY 10014

MARIANNE DE ROSA, TRUSTEE
115 EILEEN WAY, SUITE 105
SYOSSET, NEW YORK 11791

Pranali Datta
Stein, Wiener & Roth, LLP
1 Old Country Road, Suite 113
Carle Place, NY 11514

LPP Mortgage Ltd.
c/o Stein Wiener & Roth, LLP
One Old Country Road, Suite 113
Carle Place, NY 11514

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MOTION TO APPROVE A LOAN MODIFICATION AGREEMENT

The Debtor, Elizabeth Santoro, by her attorney, Ndukwe Agwu, Deputy Director, Brooklyn Legal Services Corporation A, presents this motion pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure to approve a mortgage modification:

1. The Debtor has executed a permanent loan modification with LPP Mortgage LTD, the Loan Modification Agreement annexed hereto as Exhibit A.
2. The terms of the loan modification are as follows:
 - A. This is a loan modification with a starting interest rate of 3% for 35 months with a total principal, interest, and escrow payment of \$2,300.36;
 - B. After 35 months, the interest rate will change to 6.5% for remainder of loan with a total principal, and interest payment of \$3,456.31 with any adjustments in escrow added.
3. The Debtor intends to enter, upon courts approval, into the annexed Loan Modification Agreement and fully understands the terms and conditions set forth therein; and believe that it is in his best interests to do so.

WHEREFORE, it is respectfully requested that the Court enter an Order approving the Loan Modification Agreement; and that the Debtors be granted such other and further relief as to

the Court may seem just and proper.

Dated: May 25, 2017
Brooklyn, New York

Ndukwe Agwu, Staff Attorney
Brooklyn Legal Services Corporation A
Attorneys for the Debtors'
260 Broadway, Suite 2
Brooklyn, NY 11211
(718) 487- 2310 phone

By: *S/* Ndukwe Agwu
Ndukwe Agwu, Esq.

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STATE OF NEW YORK)
)SS.:
COUNTY OF KINGS)

CERTIFICATE OF SERVICE

Ndukwe Agwu, being duly sworn deposes and states:

1. I am over age eighteen and am not a party to this proceeding.
2. My business address is 260 Broadway, Suite 2, Brooklyn, NY 11211.
3. I served the Notice of Motion Approving Loan Modification of the above named Debtor in the above captioned matter by mailing a true copy thereof by first class mail with adequate postage affixed thereon to the following individuals or law firms at the addresses listed below on May 25, 2017:

Office of The United States Trustee
201 Varick Street
Suite 1006
New York, NY 10014

Pranali Datta
Stein, Wiener & Roth, LLP
1 Old Country Road, Suite 113
Carle Place, NY 11514

MARIANNE DE ROSA, TRUSTEE
115 EILEEN WAY, SUITE 105
SYOSSET, NEW YORK 11791

LPP Mortgage Ltd.
c/o Stein Wiener & Roth, LLP
One Old Country Road, Suite 113
Carle Place, NY 11514

S/ Ndukwe Agwu
NDUKWE AGWU

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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ORDER APPROVING SETTLEMENT AND REDUCING CLAIM TO ZERO

The attorneys for the debtor in the above-referenced case, BROOKLYN LEGAL SERVICES CORPORATION A, having moved this Court for an Order Approving Settlement, as set forth in the Motion, dated May 25, 2017, and upon reading and filing the Notice of said Motion and the Motion in support thereof, dated May 25, 2017, and after Presentment of the Order on July 19, 2017, and there having been no appearance in opposition thereto, and due deliberation having been had thereon, NOW, on motion of the debtor herein, pursuant to 11 U.S.C. § 105 and F.R.B.P. 9019, it is hereby

ORDERED, that the debtor herein, be and she is hereby authorized to enter into the Loan modification, as set forth in the application in support hereof; and it is further

ORDERED, that the debtor shall receive a loan modification agreement, without conditions or limitations, with an interim period through thirty five (35) interim payments in the sum of \$2,300.36 each, beginning on May 1, 2017 and ending on May 1, 2020 at 3% interest, at which point the interest will convert and remain at 6.5% with a principal and interest payment of \$3,456.31 with any adjustments in escrow added and that should said payment terms not differ substantially due to the fixing of the monthly payment, the Loan Modification Agreement is hereby approved; and it is further

ORDERED, that the interim and final adjusted modification payments include principal,

interest, insurance escrow, and real property tax escrow and that the mortgagee shall pay said expenses as they become due and adjust escrow accordingly upon commencement of the debtors' trial payments; and it is further

ORDERED, that the modified monthly loan payment of principal, interest the current real property tax; and insurance escrow payment results in a total monthly payment of \$2,300.36. for 35 months, ending May 1, 2020 at which point the interest will convert and remain at 6.5% with a principal and interest payment of \$3,456.31 with any adjustments in escrow added. The parties acknowledge that the escrow portion of the payment is subject to change; and it is further

ORDERED, that LPP Mortgage Ltd. shall make all real property tax and homeowner's insurance payments that become due during the trial period and continue same upon the loan becoming permanently modified; and it is further

ORDERED, that Claim No. 04 filed on December 5, 2016 by LPP Mortgage Ltd. is hereby reduced to zero and will receive no payment under the plan;